



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

**AMENDMENT NO. 002
IFB NO. B1E05023
TITLE: Incontinent Supplies: Disposable, Adult
ISSUE DATE: 08/19/04**

**REQ #: N/A
BUYER: Rachel Dietzel
PHONE NO.: (573) 522-3296
E-MAIL: rachel.dietzel@oa.mo.gov**

CLOSING DATE REVISED BY AMENDMENT #002

RETURN BID NO LATER THAN: 08/23/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

**DPMM
P O BOX 809
JEFFERSON CITY MO 65102-0809**

or

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Various State Agencies
Various Locations Throughout Missouri**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

AMENDMENT #002 TO IFB B1E05023**TITLE: INCONTINENT SUPPLIES: DISPOSABLE, ADULT****CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective bidders are hereby notified of the following changes and clarifications:

1. The State of Missouri's online bid web site will not be available Friday, August 20, 2004. As a result, the closing date has been extended.
As Stated: Return bid no later than: 08/20/04 at 2:00 p.m.
Change To: Return bid no later than: 08/23/04 at 2:00 p.m.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

AMENDMENT NO. 001

IFB NO. B1E05023

TITLE: Incontinent Supplies: Disposable, Adult

ISSUE DATE: 08/13/04

REQ #: N/A

BUYER: Rachel Dietzel

PHONE NO.: (573) 522-3296

E-MAIL: rachel.dietzel@oa.mo.gov

CLOSING DATE REVISED BY AMENDMENT #001 AND #002

RETURN BID NO LATER THAN: 08/23/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

**DPMM
P O BOX 809
JEFFERSON CITY MO 65102-0809**

or

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Various State Agencies
Various Locations Throughout Missouri**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

AMENDMENT #001 TO IFB B1E05023

TITLE: INCONTINENT SUPPLIES: DISPOSABLE, ADULT

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

Prospective bidders are hereby notified of the following changes and clarifications:

1. Closing Date:
As Stated: Return bid no later than: 08/16/04 at 2:00 p.m.
Change To: Return bid no later than: 08/20/04 at 2:00 p.m.
2. Bidders are advised that Amendment #002 may potentially be forthcoming with specification revisions.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

IFB NO. B1E05023
TITLE: Incontinent Supplies: Disposable, Adult
ISSUE DATE: 07/30/04

REQ: N/A
BUYER: Rachel Dietzel
PHONE NO.: (573) 522-3296
E-MAIL: rachel.dietzel@oa.mo.gov

CLOSING DATE REVISED BY AMENDMENT #001 AND #002

RETURN BID NO LATER THAN: 08/23/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN BID TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies
Various Locations Throughout Missouri

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 05/03/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.
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NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
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1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document is an Invitation for Bid (IFB) which solicits competitive bids for the establishment of a statewide contract for adult disposable incontinent supplies to be purchased on an as needed, if needed basis, in accordance with the requirements and provisions stated herein for state agencies located throughout the State of Missouri.
- 1.1.2 This IFB is a rebid of B1E04402 which was cancelled due to specification changes. For information about the previous bid, contact the buyer.

1.2 Background:

- 1.2.1 The state agencies require incontinent supplies which provide the maximum consideration of total skin health care to serve as an element of total protocol effecting the minimization of conditions conducive to skin breakdown and wear and tear of bedding.
- 1.2.2 Historical data indicates that the average individual agency order size for disposable incontinent supplies is approximately 30 cases.

1.3 Public Record Search and Retrieval System:

- 1.3.1 Both the previous contracts (C101139001 and C101139002) and the previous procurement documentation (B1E01139) may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at www.oa.mo.gov/purch/purch.htm.

2. GENERAL CONTRACTUAL REQUIREMENTS

2.1 Non-Mandatory Use of Contract:

- 2.1.1 The contractor shall provide products on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency.
- 2.1.2 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.

2.2 Contract:

- 2.2.1 The purchase order issued by the Division of Purchasing and Materials Management represents the contract. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's indication of acceptance of the bid, i.e., the formal purchase order. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
 - a. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal modification to the purchase order issued and authorized by the Division of Purchasing and Materials Management. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.3 Contract Period:

- 2.3.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.4 Renewal Periods:

- 2.4.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.4.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.4.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.5 Price:

- 2.5.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.6 Freight, Shipping and Handling Charges:

- 2.6.1 All prices shall include all packing, handling, shipping and freight charges *FOB Destination, Freight Prepaid and Allowed*. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8 Subcontractors:

2.8.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.

2.9 Estimated Quantities:

2.9.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.10 Minimum Order Quantity:

2.10.1 The contractor shall not impose a minimum order quantity for any item.

2.11 Packaging:

2.11.1 The contractor shall package incontinent supplies for shipment in a manner that will preclude damage during normal shipping and handling. The contractor shall ship supplies in enclosed plastic liners inside the shipping case to protect against dust, debris, and moisture damage.

2.12 Delivery Performance:

2.12.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

2.13 Payment Terms:

2.13.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.

2.13.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.14 Insurance:

2.14.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.15 Replacement of Damaged Product:

2.15.1 The contractor shall be responsible for replacing any supplies received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning supplies to the contractor for replacement.

2.16 Termination:

2.16.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.17 Cooperative Procurement Program:

2.17.1 If the contractor has indicated agreement on the Pricing Page with participation in the Cooperative Procurement Program, the contractor shall provide disposable incontinent supplies as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/C000-099/0670000360.HTM>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.18 Reports Requirement:

2.18.1 The contractor shall prepare and submit a written report on a quarterly basis indicating purchases made by state agencies off the contract. This report must at minimum show items by contract item number, and respective volumes purchased for each item. This report must be submitted to the Division of Purchasing and Materials Management at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

2.19 Contact Personnel:

2.19.1 The contractor must assign an account representative who shall be able to provide the state agencies with the following services:

- a. Process all orders in a timely manner;

- b. Have to ability to issue credit memos and arrange for the return of products shipped in error or that were received in damaged condition;
- c. Handle complaints and inquires about supplies;
- d. Resolve any problems with the order/delivery schedule, delivery shortages, or product substitutions;
- e. Make recommendations for any product changes that would better meet the needs of the State of Missouri.

2.20 Substitutions:

- 2.20.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.20.2 The state reserves the right to allow the contractor to substitute any new product/system offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product/system under contract and if prices are equal to or less than contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

3. PRODUCT REQUIREMENTS

3.1 Briefs:

- 3.1.1 The contractor must certify that the disposable incontinent briefs are safe for commercial sale and that they meet the requirements of the Flammable Fabrics Act Federal Regulation 16CFR parts 1609 and 1611 (CS-192-53, CS-191-53).
- 3.1.2 The contractor must certify that the disposable incontinent briefs meet the National Fire Protection Association Standard #702-1980.
- 3.1.3 The contractor shall meet or exceed the following mandatory requirements for the disposable incontinent briefs:
 - a. None of the materials used in the manufacture of the product, including the packaging, shall contain dry crumb rubber or natural latex materials.
 - b. Briefs shall be designed with a minimum of two (2) refastenable tapes on each side.
 - 1) The tape tab width shall be a minimum of 5/8”.
 - 2) The tapes shall allow for repositioning without tearing the brief.
 - c. Products shall be perfume-free.
 - d. Products shall be designed with multi-elastic leg gathers.
 - e. The brief shall be designed with wetness indicator visible on the outside of the brief.
 - f. Briefs shall contain fibers or granules which reduce urine pH.
 - g. Briefs shall contain odor control caused by the build-up of ammonia.
 - h. The brief backing shall be waterproof.
 - i. Briefs shall have a ROA (Rate of Absorbency) for size medium of 60 seconds or less. Refer to Attachment 1 for required test method.

- j. Briefs shall have a maximum re-wet (amount of wetness returned to the surface of an incontinent product onto an absorbent filter paper) amount after first acquisition as listed below. Refer to Attachment 1 for required test method.

<u>Category</u>	<u>Size</u>	<u>Grams</u>
Standard Performance	Medium	2.5
High Performance	Medium	0.30
Super Performance	Medium	0.15

- k. Briefs shall have a minimum capacity per ISO 11948-1 for size medium of 1,800 grams.

- l. Briefs shall have a hip/waist range of approximately:

<u>Size</u>	<u>Inches</u>
Medium	32-44
Large	45-58
X-Large	58-63

3.2 Pull-Ons:

- 3.2.1 The contractor must certify that the disposable incontinent pull-ons are safe for commercial sale and that they meet the requirements of the Flammable Fabrics Act Federal Regulation 16CFR parts 1609 and 1611 (CS-192-53, CS-191-53).

- 3.2.2 The contractor must certify that the disposable incontinent pull-ons meet the National Fire Protection Association Standard #702-1980.

- 3.2.3 The contractor shall meet or exceed the following mandatory requirements for the disposable incontinent pull-on:

- a. None of the materials used in the manufacture of the product, including the packaging, shall contain dry crumb rubber or natural latex materials.
- b. Products shall be perfume-free.
- c. Products shall be designed with multi-elastic leg gathers.
- d. The pull-on shall be designed with continuous elasticized waistband.
- e. The pull-on shall have a front and back indicator.
- f. The pull-on shall be designed with tear-away sides.
- g. The pull-on backing shall be waterproof.
- h. Pull-ons shall have a ROA (Rate of Absorbency) for size medium of 60 seconds or less. Refer to Attachment 1 for required test method.
- i. Pull-ons shall have a maximum re-wet (amount of wetness returned to the surface of an incontinent product onto an absorbent filter paper) amount after first acquisition for size medium of 2.0 grams or less. Refer to Attachment 1 for required test method.
- j. Pull-ons shall have a minimum capacity per ISO 11948-1 for size medium of 1,000 grams.
- k. Pull-ons shall have a hip/waist range of approximately:

<u>Size</u>	<u>Inches</u>
Medium	26-40
Large	35-56
X-Large	up to 64

3.3 Underpads:

- 3.3.1 The contractor must certify that the disposable underpads are safe for commercial sale and that they meet the requirements of the Flammable Fabrics Act Federal Regulation 16CFR parts 1609 and 1611 (CS-192-53, CS-191-53).
- 3.3.2 The contractor must certify that the disposable underpads meet the National Fire Protection Association Standard #702-1980.
- 3.3.3 The contractor shall meet or exceed the following mandatory requirements for the disposable incontinent underpads:
- None of the materials used in the manufacture of the product, including the packaging, shall contain dry crumb rubber or natural latex materials.
 - Products shall be perfume-free.
 - Underpads shall have a fluff filler.
 - The heavy absorbency underpad shall have a non-slip backing.
 - Underpads shall have a minimum capacity per ISO 11948-1 of:

<u>Category</u>	<u>Grams</u>
Heavy Absorbency	1,200
Moderate Absorbency	300

4. SPECIAL INSTRUCTIONS TO BIDDERS

4.1 Contact:

- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

4.2 Business Compliance:

- 4.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.3 Electronic Bids:

- 4.3.1 If the bidder is responding electronically through the On-line Bidding website, the bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Specific instructions for submitting electronic attachments are included in the On-line Bidding website. Be sure to include the bid number, company name, and a contact name on any attachments submitted with the electronic bid. Bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest. The On-line Bidding website can be found at <http://www.moolb.state.mo.us>.
- 4.3.2 The exhibits and forms provided herein can be saved into a word processing document of the bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.
- 4.3.3 Specifically the bidder should submit the following with the electronic bid as an attachment: brand, stock number, number per case, size, renewal options, local government use, contact personnel, domestic products status, and product information.
- 4.3.4 Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission should be received prior to the specified closing date and time.

4.4 Description of Product:

- 4.4.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.5 Submission of Samples:

- 4.5.1 Bidders should submit two (2) samples representative of each brief, pull-on, and underpad being bid on the pricing page, along with detailed specifications for each product. Samples shall meet the required mandatory specifications. These samples must represent the supplies to be received on all shipments.
- 4.5.2 The bidder should submit samples with the bid, but if samples are not sent with the bid, then the bidder must send samples within five (5) calendar days after bid opening date. The samples shall be the actual items being offered in the Pricing Pages. The samples shall be submitted at the bidder's expense, including all delivery charges at no additional cost to the State of Missouri.

Division of Purchasing and Materials Management

Attn: Rachel Dietzel

301 West High Street, Room 630

Jefferson City, MO 65101

- 4.5.3 Samples shall not be returned to the bidder.
- 4.5.4 The samples should be clearly tagged with the bid number, bidder's name, item number, and item name.

4.6 Certified Test Report (CTR)

- 4.6.1 Proposed briefs and pull-ons shall be tested and certified by the manufacturer or independent testing laboratory to the requirement and test methods provided in this IFB at the bidder's expense and at no cost the State of Missouri. Three (3) samples from the same lot shall be tested. The test shall be performed no earlier than six (6) months before the bid opening and the CTR should be submitted with the bid. If the CTR is not sent with the bid, then the bidder must send the CTR within seven (7) workdays of the request buy the buyer. Failure to do so may result in disqualification of the bid.
- 4.6.2 Briefs and pull-ons shall meet two (2) out of three (3) performance standards (Rate of Absorbency, Re-Wet, and Absorbency Capacity) and be within 15% of the third standard.

4.7 American Made:

- 4.7.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.7.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.7.3 If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.7.4 In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.7.5 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.

4.8 Cost Evaluation:

- 4.8.1 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements, including installation and maintenance. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

4.9 Unit of Measure:

- 4.9.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page.
- 4.9.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer prior to submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

4.10 Bid Detail Requirements and Deviations:

- 4.10.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any

deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.11 Open Competition:

- 4.11.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 4.11.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.12 Determination for Award:

- 4.12.1 The award of contract shall be made to the lowest priced responsive bidder. The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.

PRICING PAGE

<u>LINE</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
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The bidder shall provide products which meet or exceed the mandatory specifications as described within this document.

001	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Briefs, Disposable Size: Medium Category: Standard Performance	1,000	CS	\$_____
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Brand: _____
Stock Number: _____
Number per case: _____

002	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Briefs, Disposable Size: Large Category: Standard Performance	1,500	CS	\$_____
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Brand: _____
Stock Number: _____
Number per case: _____

003	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Briefs, Disposable Size: X-Large Category: Standard Performance	220	CS	\$_____
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Brand: _____
Stock Number: _____
Number per case: _____

004	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Briefs, Disposable Size: Medium Category: High Performance	1,000	CS	\$_____
-----	--	-------	----	---------

Brand: _____
Stock Number: _____
Number per case: _____

005	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Briefs, Disposable Size: Large Category: High Performance	1,500	CS	\$_____
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Brand: _____
Stock Number: _____
Number per case: _____

006 C/S Code: 47564 220 CS \$_____
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases
Incontinent Briefs, Disposable
Size: X-Large
Category: High Performance

Brand: _____
Stock Number: _____
Number per case: _____

007 C/S Code: 47564 1,000 CS \$_____
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases
Incontinent Briefs, Disposable
Size: Medium
Category: Super Performance

Brand: _____
Stock Number: _____
Number per case: _____

008 C/S Code: 47564 1,500 CS \$_____
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases
Incontinent Briefs, Disposable
Size: Large
Category: Super Performance

Brand: _____
Stock Number: _____
Number per case: _____

009 C/S Code: 47564 220 CS \$_____
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases
Incontinent Briefs, Disposable
Size: X-Large
Category: Super Performance

Brand: _____
Stock Number: _____
Number per case: _____

010 C/S Code: 47564 90 CS \$_____
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases
Incontinent Pull-On, Disposable
Size: Medium

Brand: _____
Stock Number: _____
Number per case: _____

011	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Pull-On, Disposable Size: Large Brand: _____ Stock Number: _____ Number per case: _____	90	CS	\$ _____
012	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Pull-On, Disposable Size: X-Large Brand: _____ Stock Number: _____ Number per case: _____	90	CS	\$ _____
013	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Underpad, Disposable Heavy absorbency Size: Approximately 23" x 36" Brand: _____ Stock Number: _____ Number per case: _____ Size: _____	50	CS	\$ _____
014	C/S Code: 47564 <i>Paper Goods: Diapers, Medication Blister Cards, Pillow Cases</i> Incontinent Underpad, Disposable Moderate absorbency Size: Approximately 23" x 36" Brand: _____ Stock Number: _____ Number per case: _____ Size: _____	50	CS	\$ _____

RENEWAL OPTIONS

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of two (2) additional years.

The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT against the previous year's price.** A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

015 C/S Code: 47564 1 PCNT _____%
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases

**First Renewal Option
For Contract Period: 2005 through 2006
Renewal Option Percentage Adjustment
Bidder Must Identify Below By Checking Appropriately As An Increase Or Decrease**

INCREASE: _____ OR DECREASE: _____

016 C/S Code: 47564 1 PCNT _____%
Paper Goods: Diapers, Medication Blister Cards, Pillow Cases

**Second Renewal Option
For Contract Period: 2006 through 2007
Renewal Option Percentage Adjustment
Bidder Must Identify Below By Checking Appropriately As An Increase Or Decrease**

INCREASE: _____ OR DECREASE: _____

DELIVERY

The desired delivery is ten (10) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: _____ calendar days ARO.

LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

The bidder should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes___ No___

CONTACT PERSONNEL

Bidders should provide the person/section or unit to serve as a single point of contact during the contract period. Bidders should include the telephone number, facsimile number, and E-Mail address for each contact.

Contact Person: _____

Telephone Number: _____

Facsimile Number & E-Mail Address: _____

EMPLOYEE BIDDING/CONFLICT OF INTEREST

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder’s organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in bidder’s organization held by state employee, General Assembly member or statewide elected official: _____%

MBE/WBE CERTIFICATION

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email heyern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ Both

**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

EXHIBIT A

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

Attachment 1
For B1E05023

RATE OF ABSORBENCY AND REWET TEST METHOD

1 **SCOPE AND PURPOSE:**

- A. To measure the ability of an incontinent product to accept and retain 0.9% saline solution under simulated in-use conditions of load and pressure.
- B. To determine amount of time required for an absorbent article to absorb a fixed quantity of 0.9% saline solution.

2 **DEFINITIONS:**

- A. Rate of Absorbency (ROA): Time required to fully absorb test fluid into the test product
- B. Rewet: Amount of wetness returned to the surface of an incontinent product onto an absorbent filter paper.

3 **SAFETY AND HANDLING PRECAUTIONS:**

- A. Refer to the Material Safety Data Sheet (MSDS) of each reagent for specific information.

4 **REAGENTS:**

0.9-% Sodium Chloride (NaCl) Solution

5 **FLUID DOSAGE:**

- A. Briefs: Single dose of 200 ml for all sizes, except for Youth and Small Briefs, which are single dose of 100 ml.

6 **EQUIPMENT:**

- A. 250-ml separatory funnel, adjusted to discharge fluid at a rate of 7 ml/sec or a metering pump calibrated to deliver desired fluid amount at a constant rate of 7 ml/sec.
- B. NIST Traceable Timer.
- C. Stainless steel cylindrical weight 9.8 lbs.: 9.0 cm, 1.0 psi.
- D. Dosing tube with weight (base weight 2.2 lbs, 4" x 4" x 0.5": tube height 9", inside diameter 1").
- E. Filter Paper: AFI Grade 950, 9.0 cm diameter or equivalent filter paper.
- F. 250-ml volume graduated cylinder.
- G. Analytical Balance able to weigh to 0.1 grams with accuracy of ± 0.05 grams.

7 **PRODUCT SAMPLES**

- A. Test should be performed on 5 products
 - 1. Record the production code or date
- B. Prepare product so it lies flat
 - 1. Briefs: Trim waist elastic and leg gathers, if present; fold under the front and back wing flaps

8 **PROCEDURE:**

- A. Measure out specified volume of test solution with a graduated cylinder and transfer the solution to the separatory funnel.
Note: Make sure the timer is ready, as timing for the rewet test will be initiated.
- B. Center the dosing tube over the target zone (for briefs this is at the notch in the center of the crotch area).
- C. Deliver the test solution into the tube by fully opening the stopcock on the funnel or starting the metering pump

Attachment 1 (continued)
For B1E05023

- D. Start the timer when fluid flow starts from the funnel or pump
- E. Stop the timer when all of the solution in the dosing tube has passed into the product - record the time in seconds as the **Rate of Acquisition (ROA)**.
- Note: Highlight in test results if the fluid flows between the flat base of the test ring and the product top sheet. This is an indication that the absorbent core is not uniform.*
- F. Restart the timer and wait twelve (12) minutes.
- G. Weigh a stack of dry filter paper and record as weight W1 - the stack should have a dry weight of about 10.0 grams
- H. After the 12-minute waiting period, place the stack of filter paper in the center of the wetted target area.
- I. Place the 1.0-psi cylindrical weight on the top of the dry filter paper. Make sure the stack is level, not tipping to one side or the other. Start the timer.
- Note: The weight should be gently lowered onto the filter paper stack.*
- J. After one (1) minute, remove the cylindrical weight and the wetted out papers.
- K. Reweigh the filter paper stack and record as weight W2
- Note: If the entire stack of filter paper is wetted, the test is invalid and must be re-evaluated with a new sample using a heavier (5.0-g additional) stack of dry filter paper.*
- L. Repeat the above steps for all 5 product samples; recording each result separately

9 **CALCULATIONS:**

- A. $REWET (g) = W2 (Wet \text{ filter paper weight}) - W1 (Dry \text{ filter paper weight})$
- B. Report the average of the 5 products tested

10 **REFERENCES:**

- A. ERT 150.4-99 Nonwoven Coverstock Liquid Strike-Through Time (Simulated Urine)
- B. ERT 151.2-99 Nonwoven Coverstock Wetback

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- INVITATION FOR BID**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or

exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Executive Orders 03-27 and 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.